NUMBER 62725 RECORDED JUNE 25, 1946

D. F. CROWDER, ET UX TO TOM F. JONES

Book No. 1403

For and in consideration of the sum of FIVE-THOUSAND AND NO/100 DOLLARS CASH IN HAND PAID BY TOM F. JONES, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED.

WE, D. F. CROWDER AND WIFE, ADA OPHELIA CROWDER HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID TOM F. JONES HIS HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING THE WESTERLY HALF OF LOT NO. 2 OF BLOCK NO. 2 ON THE PLAN OF D. H. BAILEY'S SUBDIVISION OF PART OF THE ALLISON PROPERTY, AS OF RECORD IN BOOK 161, PAGE 73, REGISTER'S OFFICE FOR SAID COUNTY.

SAID PART OF LOT NO. 2 FRONTS 50 FEET ON THE SOUTHERLY SIDE OF GARTLAND AVENUE AND RUNS BACK BETWEEN PARALLEL LINES 160 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO D. F. CROWDER AND WIFE, ADA OPHELIA CROWDER, BY DEED FROM DAN LEECH AND WIFE, OF RECORD IN BOOK 1306, PAGE 405, SAID REGISTER'S OFFICE.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said TOM F. JONES HIS, heirs and assigns, forever, and WE do covenant with the said TOM F. JONES that WE ARE lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered. EXCEPT 1946 TAXES WHICH HAVE BEEN PRORATED AND ASSUMED BY THE GRANTEE.

And WE, D. F. CROWDER AND WIFE, ADA OPHELIA CROWDER do further covenant and bind OURSELVES AND OUR heirs and representatives, to warrant and forever defend the title to said land to the said TOM F. JONES, HIS heirs and assigns, against the lawful claims of all persons whomsoever

Witness OUR hand S, this 17TH day of JUNE, 1946

D. F. CROWDER

ADA OPHELIA CROWDER

STATE OF TENNESSEE, ~~DAVIDSON~~ SUMNER COUNTY.

Personally appeared before me, MELBA J. LANGFORD a Notary Public in and for said County and State, the within-named D. F. CROWDER AND WIFE, ADA OPHELIA CROWDER the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And X wife of the said X, having appeared before me privately and apart from X husband, the said X, X acknowledged the execution of the said instrument to have been done by X freely, voluntarily, and understandingly, without compulsion or constraint from X said husband and for the purposes therein expressed.

Witness my hand and official seal at ~~Nashville~~ GALLATIN, Tennessee, this 18TH day of JUNE, 1946

Commission Expires 7 day of JULY, 1949 (Seal) MELBA J. LANGFORD Notary Public.

U.S.R.S. $5.50

RECEIVED JUNE 24, 1946 AT 12:38 P.M.

I.S.

NUMBER 62345 RECORDED JUNE 21, 1946 157

MARINA C. MCGAUGHEY ET AL TO THOMAS P. VARDELL ET UX JOSEPHINE K. VARDELL

Book No. 1403

For and in consideration of the sum of TEN AND NO/100 DOLLARS CASH IN HAND PAID, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, I, MARINA C. MCGAUGHEY, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO WIT:

A LOT OR PARCEL OF LAND IN THE 11TH, FORMERLY THE 10TH, CIVIL DISTRICT OF SAID COUNTY, BEING LOT NO. 11 ON THE PLAN OF MRS. MCGAUGHEY'S SUBDIVISION OF PART OF TRACT NO. 3 OF A. J. MCGAUGHEY'S SECOND HAYESBORO SUBDIVISION, NOT OF RECORD DESCRIBED ACCORDING TO A SURVEY MADE BY L. D. JUSTICE, SURVEYOR, JULY 1, 1944, AS FOLLOWS:

BEGINNING ON THE SOUTHWEST CORNER OF THE LOG CABIN ROAD AND TANGLEWOOD DRIVE BOING NORTHERLY ALONG THE EASTERLY MARGIN OF THE LOG CABIN ROAD 253 FEET MORE OR LESS TO A POINT OF BEGINNING, THENCE IN A NORTHERLY DIRECTION ALONG THE EASTERLY BOUNDARY OF THE LOG CABIN ROAD TO A POINT, THENCE EASTERLY 136 FEET TO A POINT, THENCE SOUTHERLY 160 FEET TO A POINT, THENCE WESTERWARDLY 150 FEET TO A POING OF BEGINNING.

BEING PART OF THE PROPERTY CONVEYED TO MARINA C. MCGAUGHEY BY DEED FROM R. E. LOVE, OF RECORD IN BOOK 347, PAGE 56, REGISTER'S OFFICE FOR SAID COUNTY, HER HUSBAND, A. J. MCGAUGHEY, HAVING SINCE DIED.

THIS PROPERTY IS SOLL SUBJECT TO THE FOLLOWING RESTRICTIONS, CONDITIONS AND COVENANTS, TO-WIT: (1) NO PART OF SAID L T OR LOTS OR ANY INTEREST THEREIN SHALL BE GIVEN, LOANED, RENTED LEASED, ENCUMBERED, DEVISED OR CONVEYED TO ANY PERSON EITHER OF NEGRO BLOOD OR NOT OF THE WHITE RACE, BUT THIS CONDITION SHALL NOT PREVENT THE HOUSING OF SERVANTS ACTUALLY EMPLOYED ON THE PREMISES IN SUITABLE QUARTERS.

(6) NO DWELLING HOUSE SHALL BE CONSTRUCTED ON THE FRONT BUILDING LINE OF SAID PROPERTY AT A COST OF LESS THAN $4,000.00. NO RESIDENCE INCLUDING ITS PORCHES, OR OTHER PROJECTIONS, SHALL BE ERECTED ON SAID LOT OR LOTS, NEARER THAN FORTY (40) FEET FROM THE FRONT PROPERTY LINE. ALL RESIDENCES SHALL FRONT ON THE STREET ON WHICH SAID LOT FRONTS. NO BUILDING SHALL BE LOCATED NEARER THAN FIVE FEET TO ANY SIDE LINE, EXCEPT THAT SIDE LINE RESTRICTION SHALL NOT APPLY TO A DETACHED GARAGE OR OTHER OUT BUILDINGS LOCATED FIFTY FEET, OR MORE, FROM THE FRONT LOT LINE.

THE FOREGOING STIPULATIONS, COVENANTS AND CONDITIONS ARE AND SHALL BE BINDING AND OBLIGATORY UPON AND SHALL BE OBSERVED BY THE SAID GRANTEE AND HEIRS, DEVISEES OR ASSIGNS, UNTIL THE FIRST DAY OF JANUARY, 1962, AND IT IS EXPRESSLY AGREED THAT ALL AND EVERY OF SAID STIPULATIONS, COVENANTS AND CONDITIONS ATTACH TO AND RUN WITH THE LAND, AND SHALL BE BINDING AND OBLIGATORY UPON ALL AND EVERY PERSON OR PERSONS, WHO NOW OR THEREAFTER OWN, POSSESS, OCCUPY AND USE SAID PREMISES OR ANY PART THEREOF, OR ANY BUILDING OR STRUCTURE THEREON, UNDER ANY TENURE WHATSOEVER.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said , heirs and assigns, forever, and I do covenant with the said that I AM lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered.

And I, MARINA C. MCGAUGHEY do further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said land to the said heirs and assigns, against the lawful claims of all persons whomsoever

Witness MY hand ..., this 5TH day of JUNE, 1946

MARINA C. MCGAUGHEY

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, A. T. MAY a Notary Public in and for said County and State, the within-named MARINA C. MCGAUGHEY THOMAS P. VARDELL JOSEPHINE K. VARDELL the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And wife of the said X, having appeared before me privately and apart from X husband, the said, acknowledged the execution of the said instrument to have been done by X freely, voluntarily, and understandingly, without compulsion or constraint from said husband and for the purposes therein expressed. MADISON

Witness my hand and official seal at ~~Nashville~~, Tennessee, this 5 day of JUNE, 1946

Commission Expires 3 day of APRIL, 1950 (Seal) A. T. MAY Notary Public.

U.S.R.S. $1.10

RECEIVED JUNE 20, 1946 AT 10:12 A.M.

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